

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

FAR: <http://www.arnet.gov/far/>

DFARS: <http://farsite.hill.af.mil/VFDFARa.htm>

(a) Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:

<u>NO.</u>	<u>FAR REF. NO.</u>	<u>CLAUSE TITLE</u>
I.2	52.202-1	DEFINITIONS (OCT 1995)
I.3	52.203-3	GRATUITIES (APR 1984)
I.4	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
I.5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
I.6	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
I.7	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I.8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I.9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
I.10	52.204-2	SECURITY REQUIREMENTS (AUG 1996)
I.11	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
I.12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
I.13	52.211-5	MATERIAL REQUIREMENTS (OCT 1997)
I.14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
I.15	52.215-2	AUDIT AND RECORDS—NEGOTIATION (AUG 1996) (ALTERNATE 1) (JAN 1997)
I.16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
I.17	52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
I.18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER

		THAN PENSIONS (OCT 1997)
I.19	52.217-8	OPTION TO EXTEND SERVICES (AUG 89)
I.20	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JAN 1999)
I.21	52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN- OWNED SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999) (ALTERNATE II) (JAN 1999)
I.22	52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
I.23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
I.24	52.222-3	CONVICT LABOR (AUG 1996)
I.25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
I.26	52.222-26	EQUAL OPPORTUNITY (FEB 1999)
I.27	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
I.28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
I.29	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
I.30	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED(MAY 1989)
I.31	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)
I.32	52.223-2	CLEAN AIR AND WATER (APR 1984)
I.33	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
I.34	52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
I.35	52.223-10	WASTE REDUCTION PROGRAM (OCT 1997)
I.36	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
I.37	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
I.38	52.224-2	PRIVACY ACT (APR 1984)
I.39	52.225-10	DUTY-FREE ENTRY (APR 1984)
I.40	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
I.41	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JAN 1999)
I.42	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
I.43	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
I.44	52.227-3	PATENT INDEMNITY (APR 1984)
I.45	52.227-14	RIGHTS IN DATA--GENERAL (JUN 1987)

I.46	52.227-17	RIGHTS IN DATA -- SPECIAL WORKS (JUN 1987)
I.47	52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)
I.48	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
I.49	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
I.50	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
I.51	52.232-1	PAYMENTS (APR 1984)
I.52	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
I.53	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
I.54	52.232-11	EXTRAS (APR 1984)
I.55	52.232-17	INTEREST (JUN 1996)
I.56	52.232-18	AVAILABILITY OF FUNDS (APR 1984)
I.57	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
I.58	52.232-25	PROMPT PAYMENT (JUN 1997)
I.59	52.233-1	DISPUTES (DEC 1998) (ALTERNATE I) (DEC 1991)
I.60	52.233-3	PROTEST AFTER AWARD (AUG 1996)
I.61	52.236-7	PERMITS AND RESPONSIBILITIES
I.62	52.236-13	ACCIDENT PREVENTION (NOV 1991) (ALTERNATE 1)(NOV 1991)
I.63	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
I.64	52.237-3	CONTINUITY OF SERVICES (JAN 1991)
I.65	52.237-7	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)
I.66	52.242-13	BANKRUPTCY (JUL 1995)
I.67	52.243-1	CHANGES--FIXED PRICE (AUG 1987) (ALTERNATE II) (APR 1984)
I.68	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) (ALTERNATE I) (APR 1984)
I.69	52.245-8	LIABILITY FOR THE FACILITIES (JAN 1997)
I.70	52.245-17	SPECIAL TOOLING (DEC 1989)
I.71	52.245-19	GOVERNMENT PROPERTY FURNISHED --AS IS (APR 1984)
I.72	52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997)
I.73	52.247-5	FAMILIARIZATION WITH CONDITIONS (APR 1984)
I.74	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
I.75	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.- FLAG COMMERCIAL VESSELS (JUN 1997) (ALTERNATE I) (APR 1984)
I.76	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
I.77	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

I.78	52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984) (ALTERNATE I) (APR 1984)
I.79	52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

(b) Defense Federal Acquisition Regulation Supplement Clauses:

<u>NO.</u>	<u>DFARS REF. NO.</u>	<u>CLAUSE TITLE</u>
I.80	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
I.81	252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
I.82	252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
I.83	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
I.84	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
I.85	252.209-7003	COMPLIANCE WITH VETERANS EMPLOYMENT (MAR 1998)
I.86	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
I.87	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
I.88	252.223-7001	HAZARD WARNING LABELS (DEC 1991)
I.89	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)
I.90	252.223-7003	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES (DEC 1991)
I.91	252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
I.92	252.223-7005	HAZARDOUS WASTE LIABILITY (OCT 1992)
I.93	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
I.94	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENT PROGRAM (MAR 1998)
I.95	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
I.96	252.225-7007	BUY AMERICAN ACT-TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM (MAR 1998)
I.97	252.225-7010	DUTY-FREE ENTRY6ADDITIONAL PROVISIONS (MAR 1998)
I.98	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JAN 1999)
I.99	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998)
I.100	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
I.101	252.227-7000	NON-ESTOPPEL (OCT 1966)
I.102	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

I.103	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995)
I.104	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
I.105	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
I.106	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (OCT 1988)
I.107	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995)
I.108	252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
I.109	252.232-7009	PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998)
I.110	252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
I.111	252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
I.112	252.243-7002	REQUEST FOR EQUITABLE ADJUSTMENT (MAR 1998)
I.113	252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
I.114	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

CLAUSES INCORPORATED IN FULL TEXT:

<u>NO.</u>	<u>FAR REF. NO.</u>	<u>CLAUSE TITLE</u>
I.115	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
I.116	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COSTS OR PRICING DATA ALT IV (OCT 1997)
I.117	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COSTS OR PRICING DATA-MODIFICATIONS (OCT 1997)
I.118	52.216-18	ORDERING (OCT 1995)
I.119	52.216-19	ORDER LIMITATIONS (OCT 1995)
I.120	52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)
I.121	52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
I.122	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
I.123	52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
I.124	52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
I.125	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)
I.126	52.246-20	WARRANTY OF SERVICES (APR 1984)
I.127	52.251-2	Interagency Fleet Management System

Vehicles and Related Services (Jan 1991)

<u>NO.</u>	<u>DFARS REF. NO.</u>	<u>CLAUSE TITLE</u>
I.128	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)
I.129	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
I.130	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)
<u>NO.</u>	<u>NAVFAC REF. NO.</u>	<u>CLAUSE TITLE</u>
I.131	5252.209-9300	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)
I.132	5252.211-9300	COMMERCIAL WARRANTY (NOV 1998)
I.133	5252.216-9300	APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)
I.134	5252.217-9301	OPTION TO EXTEND THE TERM OF THE CONTRACT-SERVICES (JUN 1994)
I.135	5252.222-9305	WORK PERFORMED BY INDIVIDUAL ASSIGNED CATEGORIES (JUN 1994)
I.136	5252.237-9301	SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)
I.137	5252.245-9300	GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (DEC 1994)
I.138	5252.245-9302	LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

I.115 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.116 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COSTS OR PRICING DATA ALT IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described in Section L.11 NAVFAC 5252.215-9300 CONTENT OF PROPOSALS.

I.117 FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)

- (a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408. (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.118 FAR 52.216-18, ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued within the contract periods identified in schedule B of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.119 FAR 52.216-19, ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the firm-fixed-price portion of this contract, the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any task order for a single item in excess of 125% of the total price of the indefinite quantity portion or 125% of the total price of the time and materials portion of the contract.

(2) Contractor may agree to perform any task or delivery order above the amount stipulated when both parties mutually agree.

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

I.120 FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN(JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the Subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

I.121 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination.

Monetary Employee Class	Wage & Benefits/hr	Monetary Employee Class	Wage & Benefits/hr
Accounting Technician, GS-6	\$11.00	Carpenter Leader, WL-9	\$17.07
Accounting Technician, GS-5	\$9.86	Carpenter Supervisor, WS-9	\$21.26
Accounting Technician, GS-7	\$12.22	Carpentry Worker, WG-7	\$13.76
Administrative Officer, GS-12	\$21.68	CBQ Desk Clerk, GS-5	\$9.86
Administrative Officer, GS-11	\$18.09	Civil Engineer, GS-12	\$21.68
Administrative Officer, GS-9	\$14.95	Civil Engineering Tech, GS-7	\$12.22
Administrative Support Assistant, GS-7	\$12.22	Civil Engineering Tech, GS-9	\$14.95
Air Conditioning Equipment Mechanic, WG-11	\$17.05	Community Activities Program, GS-11	\$18.09
Air Conditioning Equipment, Mechanic, WG-10	\$18.02	Computer Assistant, GS-7	\$12.22
Air Conditioning Equipment, Mechanic, WG-5	\$11.99	Computer Operator, GS-7	\$12.22
Air Terminal Manager, GS-9	\$14.95	Computer Specialist, GS-11	\$18.09
Architect, GS-12	\$21.68	Computer Specialist, GS-9	\$14.95
Athletic Specialist, GS-9	\$14.95	Construction Rep, GS-9	\$14.95
Auto Hobby Attendant, GS-5	\$9.86	Contract Surveillance Plan Technician, GS-7	\$12.22
Auto Hobby Shop Attendant, GS-6	\$13.19	Contract Surveillance Rep, GS-7	\$12.22
Automotive Equipment Repair Intern, WG-5	\$11.99	Counseling Psychologist, GS-11	\$18.09
Automotive Mechanic, WG-10	\$16.39	Counseling Psychologist, GS-9	\$14.95
Automotive Worker, WG-8	\$14.64	Crane Operator, WG-11	\$17.05
Boiler Plant Equipment Mechanic, WG-5	\$11.99	Custodial Worker, WG-1	\$8.46
Budget Analyst, GS-9	\$14.95	Custodial Worker, WL-1	\$9.31
Budget Technician, GS-6	\$11.00	Distribution Facilities Manager, GS-12	\$21.68
Business Manager, GS-13	\$25.78	Electrical Engineer, GS-11	\$18.04
Business Manager, GS-11	\$18.09	Electrical Engineering Tech, GS-9	\$14.95
Carpenter, WG-9	\$15.52	Electrical Helper, WG-5	\$11.99
Electrical Worker, WG-8	\$14.64	Electrical Worker, WG-5	\$11.99
Electrician, WG-10	\$16.39		
Electromotive Equipment Mechanic, WG-10	\$16.39	Electronic Integrated Systems, WG-11	\$17.05
Electronics Mechanic, WG-10	\$16.39	Electronics Mechanic, WL-11	\$17.05
Employment Assistance Manager, GS-11	\$18.09	Engineering Equipment Operator, WG-8	\$14.64
Engineering Equipment Operator, WG-10	\$16.39	Engineering Equipment Operator, WG-7	\$13.76
Engineering Technician, GS-12	\$21.68	Engineering Technician, GS-9	\$14.95
Facility Management Specialist, GS-12	\$21.68	Financial Clerk, GS-3	\$7.85
Financial Counselor, GS-9	\$14.95	Financial Manager, GM-13	\$25.78

Financial Systems Administrator, GS-12	\$26.01	Financial Systems Analyst, GS-9	\$14.95
Fuel Distribution System Operator, WG-10	\$16.39	Fuel Distribution System Worker, WG-8	\$14.64
<u>Monetary</u> <u>Employee Class</u>	<u>Wage &</u> <u>Benefits/hr</u>	<u>Monetary</u> <u>Employee Class</u>	<u>Wage &</u> <u>Benefits/hr</u>
Fuel Distribution System Worker, WG-7	\$13.76	General Equipment Operator, WG-7	\$13.76
Hazardous Materials Minimization Worker, GS-9	\$15.52	Heavy Mobile Equipment Mechanic, WG-10	\$16.39
Heavy Mobile Equipment Repairman, WG-11	\$17.05	High Voltage Electrician, WG-11	\$17.05
Housing Manager, GS-10	\$16.46	Industrial Engineer, GS-11	\$18.09
Intervention & Assistance Program Manager, GS-11	\$18.09	Laborer, WG-2	\$9.34
Laborer, WG-3	\$10.23	Lead Supply Systems Analyst, GS-9	\$14.95
Lead Transportation Assistant, GS-7	\$14.64	Legal Clerk, GS-6	\$11.00
Locksmith, WG-9	\$15.52	Machinist, WG-10	\$16.39
Mail Clerk, GS-4	\$8.82	Mechanical Engineering Tech, GS-9	\$14.95
		Maintenance Worker, WG-8	\$14.64
Maintenance Worker, WG-7	\$14.42	Maintenance Worker Helper, WG-5	\$11.99
Management Analyst, GS-9	\$14.95	Management & Program Analyst, GS-11	\$17.05
Management Analyst, GS-11	\$18.09	Management Analyst, GS-12	\$21.68
Management Assistant, GS-6	\$11.00	Management Assistant, GS-7	\$12.22
Materials Expediter, WG-7	\$13.76	Management Assistant, GS-5	\$9.86
Materials Handler, WG-5	\$11.99	Materials Handler, WG-6	\$12.87
Mechanical Engineer, GS-12	\$21.68	Military Personnel Clerk, GS-5	\$9.86
Mechanical Engineering Tech, GS-7	\$12.22	Mobile Equipment Metal Mechanic, WG-10	\$16.39
Military Personnel Clerk, GS-4	\$8.82	Motor Vehicle Operator, WG-6	\$12.86
Motor Vehicle Dispatcher, GS-4	\$8.82	Motor Vehicle Operator, WG-7	\$13.76
Motor Vehicle Operator, WG-5	\$11.99	Office Automation Assistant, GS-5	\$9.86
Motor Vehicle Operator, WG-8	\$14.64	Office Automation Assistant, GS-4	\$8.82
Office Automation Clerk, GS-5	\$9.86	Office Services Clerk, GS-3	\$7.85
Office Automation Clerk, GS-3	\$7.85	Packing Inspector, WG-8	\$14.64
Packer, WG-6	\$12.87	Physical Readiness Programs Coordinator, GS-11	\$18.09
		Plumber, WG-9	\$15.52
Pest Controller, WG-10	\$16.39		
Pipefitter, WG-10	\$16.39	Production Controller, GS-9	\$14.95
Production Controller, GS-7	\$12.22	Program Analyst GS-11	\$18.09
Program Analyst, GS-12	\$21.68	Public Affairs Clerk, GS-4	\$8.82
Program Analyst, GS-9	\$14.95	Public Affairs Specialist, GS-12	\$21.68
Public Affairs Specialist, GS-9	\$14.95		
Public Utilities Specialist, GS-12	\$21.68	Publicity Clerk, GS-4	\$8.82

Purchasing Agent, GS-5	\$9.86	Purchasing Agent, GS-6	\$11.00
Recreation Aid, GS-3	\$7.85	Recreation Aid, GS-2	\$7.20
Recreation Assistant, GS-4	\$8.82	Recreation Assistant, GS-5	\$9.86
Recreation Specialist, GS-5	\$9.86	Recreation Specialist, GS-7	\$12.22
Relocation and Transition Programmer, GS-11	\$18.09	Relocation Assistance Programmer, GS-9	\$14.95
Rigger, WG-10	\$16.39	Safety and Occupational Health Specialist, GS-9	\$14.95
Safety and Occupational Health Specialist, GS-11	\$18.09	Safety Technician, GS-7	\$12.22
<u>Monetary Employee Class</u>	<u>Wage & Benefits/hr</u>	<u>Monetary Employee Class</u>	<u>Wage & Benefits/hr</u>
School-To-Careers Coordinator, GS-9	\$14.95	Secretary, GS-5	\$9.86
Secretary, GS-6	\$11.00	Secretary, GS-8	\$13.53
Security Specialist, GS-9	\$14.95	Sheet Metal Mechanic, WG-10	\$16.39
Small Engine Repair Worker, WG-5	\$11.99	Social Service Representative, GS-9	\$14.95
Social Work Associate	\$12.22	Social Worker, GS-12	\$21.68
Social Worker, GS-11	\$18.09	Special Interest Coordinator, GS-7	\$12.22
Supply Clerk, GS-4	\$8.82	Supply Information Assistant, GS-7	\$12.22
Supply Information Assistant, GS-6	\$11.00	Supply Systems Analyst, GS-9	\$14.95
Supply Systems Analyst, GS-11	\$18.09	Supply Technician, GS-7	\$12.22
Supply Technician, GS-6,	\$11.00	Supply Technician, GS-5	
Telecommunications Specialist, GS-7	\$12.22	Telecommunications Specialist, GS-11	\$18.09
Tire Repairer (Heavy), WG-6	\$12.87	Tools and Parts Attendant, WG-5	\$11.99
Traffic Management Specialist, GS-10	\$16.46	Traffic Manager, GS-11	\$18.09
Training Requirements Assistance, GS-5	\$9.86	Transition Assistance Program Coordinator, GS-9	\$14.95
Transportation Assistant, GS-6	\$11.00	Transportation Assistant, GS-5	\$9.86
Transportation Assistant, GS-7	\$12.22	Transportation Equipment Maintenance, WS-10	\$22.17
Transportation Equipment Operator, WS-10	\$22.17	Transportation Loss and Claims, GS-5	\$9.86
Wastewater Treatment Plant Operator, WG-9	\$15.52	Wastewater Treatment Plant Operator, WG-7	\$13.76
Water Treatment Plant Operator, WG-10	\$16.39	Water Treatment Plant Operator, WL-10	\$18.02
Welder, WG-10	\$16.39	Wood Worker, WG-7	\$13.76
Wood Worker, WG-8	\$14.64	Work Authorization Clerk, GS-5	\$9.86
Writer Editor, GS-9	\$14.95	Youth Activities Director, GS-9	\$14.95
Youth Outreach Program Coordinator, GS-7	\$12.22		

I.122 FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

I.123 FAR 52.227-23, RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal upon which this contract is based.

I.24 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 1999. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 1999, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.125 FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (Oct 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.126 FAR 52.246-20, WARRANTY OF SERVICES (APR 1984)

(a) Definitions. Acceptance, as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

Correction, as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the Government does not require correction or re-performance.

(c) If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.127 Interagency Fleet Management System Vehicles and Related Services (Jan 1991)

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

I.128 DFARS 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR database means the primary DoD repository for contractor information required for the conduct of business with DoD).

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

I.129 DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions.

As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, material man, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, material man, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable, or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S. flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message of letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract.

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	<u>ITEM DESCRIPTION</u>	<u>CONTRACT LINE ITEMS</u>	<u>QUANTITY</u>
TOTAL			

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

I.130 DFARS 252.251-7000, ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Pace Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of

your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20466, with a copy to the authorizing office.

(c) When placing orders under non-mandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increase costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

I.131 NAVFAC 5252.209-9300, ORGANIZATIONAL CONFLICTS OF INTEREST (NAVFAC) (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultant's agreements concerning the performance of this contract.

I.132 NAVFAC 5252.212-9300, COMMERCIAL WARRANTY (NOV 1998)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

I.133 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

I.134 NAVFAC 5252.217-9301, OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES (NAVFAC) (JUN 1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.135 NAVFAC 5252.222-9305, WORK PERFORMED BY INDIVIDUAL ASSIGNED CATEGORIES (JUN 1994)

Regardless of any individual employee's normal assigned category of labor, the functions being performed by that individual during any period of work at a specific site shall determine the rate to be paid

for that employee (e.g. a Chemist who is performing the duties of a Technician, Level 1, shall be charged at the fixed rate for a Technician, Level 1, during the period of time he or she is performing those duties.)

I.136 NAVFAC 5252.237-9301, SUBSTITUTIONS OF KEY PERSONNEL (NAVFAC) (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

I.137 NAVFAC 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (NAVFAC) (DEC 1994)

In accordance with FAR 52.245-2, GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) CLAUSE, Section I, the Government will provide the Contractor the use of Government owned facilities, equipment, materials, and utilities for use only in connection with this contract. All such facilities, equipment, and materials will be provided in as is condition, and their use is at the option of the Contractor. The use of Government-furnished property and services for the other purposes is prohibited.

(a) Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Section C.3.1. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

(b) Government-Furnished Equipment. The Government will provide the Contractor the use of existing and available Government-owned equipment as listed in Section C.3.2.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations, and records of all work performed shall be maintained and made available to the Contracting Officer upon request.

(2) The total or partial breakdown or failure of the Government-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse.

(3) The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government-

furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Contracting Officer. Government-furnished equipment shall not be removed from the military base/facility unless approved by the Contracting Officer in writing.

(c) Government-Furnished Material. The Government will furnish the material described in Section C.3.3 to the Contractor on a one time basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accept for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

(d) Availability of Utilities. Utilities will be available as discussed in Section C, Paragraph C.3.4 of the Performance Work Statement utilizing existing outlets for use in those facilities provided by the Government, and as may be required for the work to be performed under the contract. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

I.138 NAVFAC 5252.245-9302, LIMITED ASSUMPTION OF RISK BY GOVERNMENT (NAVFAC) (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term Government-owned property as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under Permits and Responsibilities, are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of